

2013 Facilities

Landscape Maintenance

October 12, 2012

10:00 a.m.

Parks & Open Space

6555 Shier Rings Road

Dublin, Ohio 43016



2013 CITY OF DUBLIN FACILITIES LANDSCAPE MAINTENANCE PROJECT

Bid Number: _____

Bid Opening Date: _Friday, October 12, 2012

Bid Opening Time: _10:00 a.m.

Place: _City of Dublin Service Center
6555 Shier-Rings Road
Dublin, OH 43016-8716

**

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I. INVITATION TO BID

2013 CITY OF DUBLIN FACILITIES LANDSCAPE MAINTENANCE PROJECT

The City of Dublin, Ohio is seeking proposals from contractors for a project known as the 2013 City of Dublin Facilities Landscape Maintenance Project. This project consists of all labor, equipment, and materials required for the 2013 City of Dublin Facilities Landscape Maintenance Project.

Proposals must be submitted in sealed envelopes plainly marked CITY OF DUBLIN PARKS & OPEN SPACE – Project Name: CITY OF DUBLIN FACILITIES LANDSCAPE MAINTENANCE PROJECT, and must be addressed to Laura Ball, Landscape Architect, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016. Sealed proposals must be submitted no later than 10:00 a.m. (local time) on Friday, October 12, 2012 and will be publicly opened at that time at the address above.

The City of Dublin may choose to not award the bid until 90 days after the opening of proposals. The City will consider all proposals valid until 90 days after the opening date, despite not being accepted or rejected by the City.

A pre-bid meeting will be held on Thursday, October 4, 2012 at 10:00 a.m. at the City of Dublin Service Center, 6555 Shier-Rings Rd., Dublin, Ohio 43016.

Contract specifications and documents may be obtained or reviewed at 6555 Shier Rings Road, Dublin, Ohio 43016 between the hours of 8:00 a.m. to 4:00 p.m. (local time), Monday through Friday, beginning Monday, September 24, 2012 at the cost of ten dollars (\$10.00) per set. Documents are also available online at <http://www.dublin.oh.us/business/bids> at no cost. When downloading bid documents from online you must register as a planholder to receive any addendums that may be issued.

THE CITY OF DUBLIN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS

II. INSTRUCTIONS TO BIDDERS

Bidders may not contact any other City employee or official concerning this Invitation to Bid. The bidder will be required to state in full detail on the proposal its experience in this class of work. Bids from Contractors inexperienced in this particular class of work may not be considered.

A. ANTICIPATED SCHEDULE

1. The initial timeline of this sourcing project is outlined below to assist you in planning potential next steps. The City reserves the right to alter this plan without cause or notice

Milestones	Target Date
Public Notice of Bid	September 24, 2012
Pre-Bid Meeting	October 4, 2012, 10:00 AM
Bid Opening	October 12, 2012, 10:00 AM
Vendor Interviews (Optional)	October 26, 2012
Implementation Begins	February 1, 2013

B. RECEIPT AND OPENING OF BIDS

1. Separate sealed bids will be received in the Parks & Open Space department, at 6555 Shier Rings Road, Dublin, Ohio 43016, until the time and date stated in the Invitation to Bid. Bids shall then be publicly opened and read aloud. Bidders shall submit four (4) hard copies. Hardcopies of bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, bidder's address, and the words "BID DOCUMENTS.". Please clearly mark your envelope with the Bid Title, Bid Number, and Bid Opening Date to prevent opening prior to the opening date. The City will not accept bids submitted in unmarked envelopes that are opened by the City in its normal course of business. If time permits, the City may, but shall not be required to, return the bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as indicated above.

C. PREPARATION OF BIDS

1. Each bid must be submitted on the prescribed forms and all blank spaces for bid prices must be completed in ink or be typewritten in figures. Dublin reserves the right to correct obvious mathematical errors in the bid. Bid prices shall include all labor, materials, and equipment necessary to complete the work in accordance with the Contract Documents.

2. Bid should provide a straightforward concise description of the Bidder's services, approach and ability to meet the City's needs as stated in this bid. Forms shall be presented in the following order:

- a) CORPORATE AFFIDAVIT
- b) DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT
- c) BIDDER QUALIFICATION STATEMENT

d) BID PROPOSAL FORM

D. WITHDRAWAL OF BIDS

1. The City reserves the right to accept or reject any or all bids, to waive any informalities or irregularities in the bidding process and to enter into a contract with the bidder whom, in its opinion, offers the lowest and best bid.
2. Bids may be withdrawn personally or in writing provided that the City receives the withdrawal before the time and date fixed for the bid opening.

E. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

1. Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other Contract Documents and with all Federal, State, and Local laws, ordinances and regulations that in any manner relate to the performance of the work in accordance with the Agreement.
2. Bidders shall visit the sites, examine the areas to which their services are to be supplied and thoroughly familiarize themselves with all conditions of the property before preparing a bid. The submission of a bid shall constitute a representation that such examination has been made relying on that representation; the City will not recognize any claims for compensation for additional labor, equipment, or materials.

F. ALTERNATE PROPOSALS

1. Any deviations from or exceptions to the specifications will not be accepted and will cause the bid to be considered not responsive to the bid solicitation.

G. EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

1. Contracts under \$10,000.00 are exempt from the provisions of Executive Order 11246, as amended, requiring affirmative action for equal employment opportunity. Contracts are still subject to the January 27, 1972, Equal Employment Opportunity Executive Order of the Governor of the State of Ohio. The signing of the proposal will be considered as a statement that the Contractor is an Equal Employment Opportunity Employer.

H. NON COLLUSIVE AFFIDAVIT

1. Each bidder shall complete the Non Collusive Affidavit which is included as part of this Invitation to Bid.

I. BID QUESTIONS

1. All questions pertaining to this BID must be made in written form. The City reserves the right to share such questions and its respective answers with all other BID participants without disclosing the questions originator. Please direct all questions via email, no later than, October 10, 2012 to Laura Ball, Landscape Architect, lball@dublin.oh.us.

J. RIGHT OF REJECTION IN WHOLE OR IN PART; WAIVER OF DEFICIENCIES

1. The City reserves the right to reject or accept any or all bids in completely or in part; and to waive any non-material deficiencies in a bid if the City determines in its sole judgment that it is in the best interest of the City.

K. SELECTION OF BIDDER AND EXECUTION OF AGREEMENT

1. If it awards the Contract, the City will select the lowest and best bid that it deems to be in the City's best interest and issue a tentative NOTICE OF AWARD to the winning bidder. The award shall be subject to further discussions with the bidder that are deemed necessary by the City and to the execution by the bidder of an Agreement in the form contained in this Invitation to Bid. If the bidder does not execute the Agreement within five (5) business days of the NOTICE OF AWARD, the City may withdraw the NOTICE OF AWARD and enter into discussions with another bidder—in addition to and not limiting the City's other remedies.

L. TAX EXEMPTION

1. The City of Dublin is exempt from Federal Excise Taxes and Ohio Sales and Use Taxes. Bidders shall avail themselves of these exemptions. The City will provide exemption certificates upon request.

M. W-9 FORM

1. The successful bidder must provide the City of Dublin with a completed W-9 form prior to beginning the service.

N. BASIS FOR AWARD

1. The City will award the bid to the bidder that the City in its sole discretion determines to be the lowest and best bidder.

2. The City will not award the bid to any corporation, firm, or individual who is in arrears or in default to the City with regard to any debt, contract, security, or any other obligation.

3. In determining the successful bidder, the City may consider, in addition to price, the quality of work, the availability of the bidder, the experience of the bidder, the sufficiency of the financial resources of the bidder and the reputation of the bidder for ability, integrity, judgment and performance, as well as the ability of the bidder to provide additional maintenance and service. The City may award the Contract to a bidder other than the bidder submitting the lowest dollar bid. The City also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature; who is not in a position to perform the contract; or who has habitually, and without just cause, neglected the payment of bills or otherwise disregarded his obligations to successful bidders, material suppliers or employees. In determining the lowest and best bidder, the following elements, in addition to these abovementioned, may be considered and given such weight as the City in its discretion may assign: Whether the bidder involved:

- a. Has on its payroll or is able to prove that it customarily employs supervisory personnel of the type qualified to oversee on a regular basis the kind of work called for in the Contract Documents.
 - b. Shows or is able to demonstrate to the satisfaction of the City that it possesses the ability and capacity to successfully perform the work bid on through the satisfactory past performance of work of a similar size, scope and comparable dollar value to that of the work bid on. The bidder shall have maintained a high level of performances on such similar work continuously during the past three years.
 - c. Owns or possesses rented or leased equipment of the type customarily required by successful bidders in the performance of contract work and that such equipment, if needed, is available for this Invitation to Bid.
 - d. Has purchased materials over the past three years from suppliers who customarily sell same to successful bidders for similar work.
 - e. Is financially responsible to perform the work bid upon.
 - f. Is able to furnish references from other public owners indicating that it has satisfactorily completed contract work of the nature bid upon and in a consistent manner.
 - g. Has a record of harmonious relationship with other public owners on prior Federal, State, or local projects. Prompt payment to subcontractors is one factor to be considered by the City.
 - h. Has an excellent record of accomplishment of past performance on Federal, State, and/or local projects as concerns the quantity, quality, timeliness, cost, cooperation, and harmonious working relationship.
 - i. Is not on any list of firms disqualified from bidding pursuant to Ohio law or any other State or Federal list.
 - j. Has not been cited for three or more willful or serious violations of OSHA, or of any standard, order or regulation promulgated pursuant to such Act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or the Occupation Safety and Health Act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction.
4. Bids will not be acceptable in any form other than as provided for by the Bid Proposal Form, including Price Sheet.
 5. References. All bidders must furnish references of a minimum of three customers for whom contracted landscaping service is currently being performed on a weekly basis. These references are to be included with each bid prior to the bid opening time on the required form. Any bids not containing said information will be considered not responsive.

III. CORPORATE AFFIDAVIT (TO BE COMPLETED IF THE CONTRACTOR IS A CORPORATION)

State of _____

County of _____ ss:

_____, being duly sworn, deposes and says that he or she is
(Name of Person Completing)

Secretary of _____, a Corporation organized and existing under
(Name of Corporation)

and by virtue of the laws of the State of _____, and having its principal office
(State of Incorporation)

at: _____ (Address), _____ (City),
_____ (County), _____ (State).

Affiant further says that he is familiar with the records, minute books and by laws
of _____
(Name of Corporation)

Affiant further says that _____, _____ of the Corporation is duly
(Name) (Title)

authorized to sign the Contract for the _____ for said Corporation
(Project Name)

by virtue of _____
(State whether a provision of by-laws or a resolution of the Board of Directors),

(If by resolution, give date of adoption.)

(Signature)

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public

IV. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

State of _____

County of _____ ss:

I, _____ (Affiant), _____ (Title) of _____ (the "Bidder"), after being cautioned and sworn, represent to the City of Dublin, Ohio, the following: (check the appropriate statement)

At the time the Proposal was submitted, the Bidder was not charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Dublin, Ohio has territory (Franklin County).

OR

At the time the Proposal was submitted, the Bidder was charged with delinquent personal property taxes on the General Tax Lists of Personal Property of a county in which the City of Dublin, Ohio has territory (Franklin County) and that the amounts of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, are set forth below:

Taxes:	Penalties and Interest:	Counties:
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____
\$ _____	\$ _____	_____

(Signature of Affiant)

(Print Name)

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public

V. BIDDER QUALIFICATION STATEMENT

Important Note: The City of Dublin plans to enter into a contract with the lowest and best bidder. While price is an important factor, the City desires quality landscaping services and recognizes that quality may not coincide with the lowest price. To assist in determining the lowest and best bidder, the City reserves the right to conduct interviews with the two or three best bidders to further discuss the responses to the qualifications listed below.

ON ANOTHER SHEET OF PAPER, ANSWER THE FOLLOWING REQUESTS. ENSURE THAT YOUR ANSWERS ARE CLEARLY MARKED TO CORRESPOND TO THE LETTER OF THE REQUEST YOU ARE ANSWERING.

- A. Provide founding date and any company name changes or changes in ownership during the past seven years. Include acquisitions, if any, during the past seven years.
- B. Describe your past experience and current performances with list of specific examples of other contracts you have worked which are at least 50% of the price of this Contract within the last 3 years and list contact references for each contract.
 - a) Experience with public entities preferred such as Federal, State, or local.
 - b) Describe and cite examples to demonstrate an excellent record of accomplishment of past performance on Federal, State, and/or local projects as concerns the quantity, quality, timeliness, cost, cooperation, and harmonious working relationship.
- C. List other contracts of a similar nature to this Contract where you failed to perform properly, or to complete on time.
- D. Describe the management/supervisory structure you plan to implement to support optimum quality standards for the City.
 - a) Describe your methods for recruiting, training and retaining the best employees. How will the bidder's management philosophy ensure that the landscaping staff will be dedicated, well-trained, and dependable?
 - b) Include an organizational chart of those individuals critical to the success of this potential agreement within your organization beginning with your Chairman and/or COO.
 - c) Describe the hierarchy of support recommended to meet the goals and requirements of this BID.
 - d) Include the relative background of the individuals and their responsibilities. Include the Project Supervisor you plan to assign to this project.
- E. Describe how you plan to maintain the quality standards required by the City.
- F. Describe the overall implementation strategy of your services. Provide a detailed plan to implement your proposed strategy including a detailed timeline for each task.

VI. BID PROPOSAL FORM

A. BIDDER CERTIFICATION

1. BIDDER

2. The undersigned declares that it has visited all sites and thoroughly examined the Contract Documents for the proposed work and that, if its bid is accepted, it will enter into the Agreement with the City in the form included with the Contract Documents, and that it will take in full payment therefore for the duration of the Agreement period, the lump sum or unit price applicable to each item of the work as stated in the following schedule.

B. TOTAL BASE BID

1. Year One: From February, 2013 thru December 2013

a) Annual Cost \$_____

C. BREAKDOWN OF PAYMENT:

***FTE – Full-time Equivalent Employees**

1. February Invoice Amount \$_____:

i. Labor \$_____ *Number of FTE's _____

ii. Equipment \$_____

iii. Overhead \$_____

iv. Other, explain \$_____

2. March Invoice Amount \$_____:

i. Labor \$_____ *Number of FTE's _____

ii. Equipment \$_____

iii. Overhead \$_____

iv. Other, explain \$_____

3. April Invoice Amount \$_____:

i. Labor \$_____ *Number of FTE's _____

ii. Equipment \$_____

iii. Overhead \$_____

iv. Other, explain \$_____

4. May Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's_____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____
5. June Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's_____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____
6. July Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's_____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____
7. August Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's_____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____
8. September Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's_____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____

9. October Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's _____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____

10. November Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's _____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____

11. December Invoice Amount \$_____:
- i. Labor \$_____ *Number of FTE's _____
 - ii. Equipment \$_____
 - iii. Overhead \$_____
 - iv. Other, explain \$_____

- a) Cost per 1,000 square feet/year (all specified lawn and landscape areas)
\$_____
- b) Special Project Cost per hour (per FTE) \$_____
(Examples are storm clean-up, pick up litter, etc.)

Each price given is the final to the City and includes all taxes, overhead, and profit of the bidder. By submission of this Bid, each bidder certifies, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other bidder or with any competitor.

Monthly invoices must identify each cost component as described in MONTHLY COST. Supporting documentation must be included for labor hours from a viable timekeeping source.

NOTE: FOR THE CITY TO CONSIDER THIS A VALID BID, THE BID MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE COMPANY WHO IS SUBMITTING THE BID. SUCH SIGNATURE WILL ATTEST TO THE FACT THAT ALL INSTRUCTIONS, GENERAL CONDITIONS, TECHNICAL SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS HAVE BEEN READ, UNDERSTOOD AND ACCEPTED BY THE BIDDER.

BY _____ TITLE: _____

(PRINT NAME)

_____ DATE: _____

(SIGNATURE)

We have reviewed the Contract Documents and submitted four (4) copies of our bid and included the City Specification sheet and do not take exception to any part of the Invitation to Bid or the Contract Documents.

(Legal Company Name)

(Signature of Authorized Representative)

(Title of Authorized Representative)

(Business Address)

(City, State, and Zip Code)

(Date)

The bidder is (circle one):

1. Corporation, licensed in the State of _____
2. Partnership
3. Individual or Sole Proprietor
4. Limited Liability Company, organized in the State of _____
5. Other, explain: _____

NOTE: If the bidder is a corporation or limited liability company, give below the names of its President or equivalent and its chief financial officer or equivalent, and general manager, if any;

if a partnership give full names and residential addresses of all partners; and if an individual, give residential address if different from business address:

NOTE: IF THE BIDDER IS A CORPORATION, IT MUST COMPLETE THE CORPORATE AFFIDAVIT INCLUDED WITH THIS BID FORM. IF THE BIDDER IS ANY TYPE OF BUSINESS, OTHER THAN A SOLE PROPRIETORSHIP OR CORPORATION, THE BIDDER MUST SUBMIT EVIDENCE SUFFICIENT TO ESTABLISH THAT THE PERSON EXECUTING THE BID HAS THE REQUISITE AUTHORITY TO BIND THE BIDDING ENTITY UNDER OHIO LAW. FAILURE TO PRODUCE SUCH EVIDENCE WILL RESULT IN THE CITY DECLARING THE BID NOT RESPOSIVE.

VII. GENERAL CONDITIONS

A. SCOPE

1. The City of Dublin reserves the right to establish the order of priority for completion of the various services and to delete any portion of the service upon notification of the successful bidder. The hours of services are to be generally as follows; however, the final determination of the hours of service shall be arranged with the Contract Specialist.

B. CONTACTS

1. The Contract Specialist, or designee, shall be the successful bidder's direct contact and periodic conferences will be held with the department head responsible to review the status of work progress. Written status reports will also be required.

1. The Contract Specialist may require the successful bidder to dismiss from the worksite such employee or employees as he/she deems incompetent, careless, insubordinate, or otherwise objectionable. Successful bidder shall promptly furnish qualified substitutes for any employee that, in the sole opinion of City, is unsatisfactory.

2. All successful bidder personnel shall be properly uniformed and display identification of the successful bidder's company at all times

C. SUPERVISION

1. Contractor shall employ competent supervisory personnel. The Project Supervisor shall provide schedules of all project maintenance, inspect sites on a regular basis, provide quality reports, investigate all complaints, report all items needing repair or non-routine maintenance and generally supervise the maintenance of the project area. The supervisor will ensure that all employees report non-routine maintenance needed or any other unusual or unsafe condition they encounter.

D. DAMAGE

1. The successful bidder shall be fully and directly responsible for any and all damage to areas and their contents caused by Contractor, its employees, or subcontractors including but not limited to theft. Bidder shall complete all work in a thoroughly professional and workmanlike manner in strict accordance with the Contract Documents. The successful bidder shall confine his/her activities to those areas necessary to complete the work and shall take all necessary steps to avoid damage to adjacent surfaces. Bidder shall repair or replace any areas that are damaged during the course of the work to the satisfaction of the City at no cost to the City.

E. EQUIPMENT

F. Successful bidder shall furnish all supplies and equipment. The cost will be included in the contract costs. All equipment shall be in good working condition.

G. INVOICING

H. Successful bidder shall furnish a detailed monthly invoice that includes all MONTHLY COST described in the BID PROPOSAL FORM and supporting documentation for labor hours from a viable timekeeping source. In addition the City reserves the right to audit successful bidders cost. City will request detailed proof of hours worked, supply and inventory purchases, and other details that may be pertinent to the cost included in the invoice.

I. DEFENSE AND INDEMNIFICATION

1. The successful bidder will be required, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City and its agents and employees from and against any and all liabilities, suits, judgments, proceedings, claims, damages, losses or expenses, including attorney's fees and costs, arising out of or relating, directly or indirectly, to its performance of the Agreement. The successful bidder will also be required to pay any and all attorney's fees incurred by the City, its agents, or its employees in enforcing any of the successful bidder's defense or indemnification obligations. In any and all claims against the City or any of its agents or employees by any employee of the successful bidder or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts the successful bidder is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

J. LOCATION AND DESCRIPTION

1. The City reserves the right to terminate landscaping service. All areas are publicly owned being viewed by the public on a regular basis and are expected to be maintained in a neat and presentable condition at all times. The City of Dublin expects strict adherence with the specifications. The City will not tolerate less than satisfactory performance.

K. COORDINATION WITH OTHERS

1. During the progress of the work, the City, or others may be engaged in performing work within areas. The successful bidder shall coordinate the work to be done under this Invitation to Bid with the work of others, in such a manner as the Contract Specialist shall approve or direct.

L. PUBLIC SAFEGUARDS

1. The successful bidder agrees to conduct the work at all times in such a manner that the general public shall not inconvenience needlessly nor shall it be wholly obstructed at any point.

M. OBLIGATIONS OF THE SUCCESSFUL BIDDER

1. The successful bidder shall, at his own expense, provide all manner of supervision, labor, materials, apparatus, tools, machinery, transportation, and whatever else may be required of every description necessary to do and complete the work, and shall be solely answerable for the same and for the safe, proper, and

lawful maintenance, and use thereof. The successful bidder shall employ only competent workers and shall provide experienced supervisors.

N. OCCUPATIONAL SAFETY AND HEALTH ACT

1. The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Invitation to Bid.

O. PERMITS, LAWS, CODES, AND ORDINANCES

1. The successful bidder shall keep himself fully informed of all existing and current codes, ordinances, and regulations and local, County, State, or National laws in any way limiting or controlling the actions or operations of those engaged in the services bid on or affecting the materials supplied to or by them.

P. WATER SUPPLY

1. The successful bidder may use the City's facilities to obtain the water supply necessary for landscape watering purposes.

Q. INSURANCE REQUIREMENTS

1. The successful bidder shall, at its sole expense and cost, obtain and keep in force during the entire duration of the work that is the subject of this Invitation to Bid insurance coverage covering the successful bidder and all of its agents, employees against claims for injuries or losses to persons or property that are alleged to have arisen, directly or indirectly, in connection with the successful bidder's performance of the work. The "City of Dublin, its employees and agents" shall be named as Additional Insureds on a primary and non-contributory basis to the successful bidder's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section of the successful bidder's Certificate of Insurance. Insurance companies must be licensed by the State of Ohio; the City reserves the right to approve all carriers. Full disclosure of any nonstandard exclusion is required for all required coverages. Additionally, the successful bidder shall maintain at least:

a) Broad form commercial general liability coverage naming the "City of Dublin" as additional insured, written on a "per occurrence" basis and with an aggregate cap no less than 3 times the required limit: \$1,000,000 Combined Single Limit (C.S.L.)

b) Automobile Liability coverage, including coverage for owned, hired, or borrowed autos: \$1,000,000 C.S.L.

c) Workers' Compensation Coverage (per Ohio law) and Employer's Liability Coverage: coverage A at statutory limits and coverage B at limits of 100,000/500,000/100,000; OR "Certificate of Solvency" issued by Ohio Workers' Compensation Commission for self-insurers.

2. If any portion of the successful bidder's insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date

of the Agreement, and the Certificate of Insurance shall state that the coverage is claims-made and also the retroactive date, if any.

The successful bidder shall direct its insurance carrier to provide the City with a Certificate of Insurance PRIOR TO commencing work. The Certificate shall specifically state that the City shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to Director of Finance, City of Dublin, 5200 Emerald Parkway, Dublin, Ohio 43017. The Certificate shall evidence all required coverage. These insurance requirements are the City's general requirements. The successful bidder's insurance requirements are subject to final negotiations.

VIII. TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections, apply to this Section.
 - 1. The maps included in this document should only be used for assistance with locating general areas of responsibility relevant to this contract. Square footages, boundaries, etc., are not necessarily accurate. Service Providers are encouraged to take measurements for bidding purposes. More detailed maps and drawings are available for review at the offices of the City of Dublin Parks and Open Space located in the City of Dublin Service Center, 6555 Shier Rings Road, Dublin, Ohio from 8am to 5pm Monday through Friday.

1.2 SUMMARY

- A. Section Includes:
 - 1. Turf.
 - 2. Plants and planting areas.
 - 3. Stamped cement concrete pavement.
 - 4. Concrete pavers set in aggregate setting beds
 - 5. Asphalt Paved walkways.
 - 6. Concrete Paved walkways.
 - 7. Concrete Paved Curbs and gutters.

1.3 DEFINITIONS

- A. Existing Grade: Elevation of existing surface soil.
- B. Integrated Pest Management: The judicious use and integration of various pest control tactics of the associated environment of the pest in ways that complement and facilitate the biological and other natural controls of pests to meet esthetic, economic, and public health goals.
- C. Mower Deck Discharge Cover Assembly: A cover assembly for the discharge opening of a lawn mower, which serves the function of mulching with a fail-safe anti-damage feature and/or enabling the attachment needed for bagging to be mounted. The cover assembly may also include transition means for dispersing the cuttings over a wide area as the cuttings are discharged from the discharge opening.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides,

rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

- E. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. Planting Area: An area containing one or a combination of the following plant types: shrubs, vines, wildflowers, annuals, perennials, ground cover, and a mulch topdressing excluding turf. Trees may also be found in planting areas.
- G. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- H. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- I. Shrubs: Any non-herbaceous or woody plant, distinguished from a tree by its multiple stems and lower height. Examples of shrubs are, but not limited to, taxus, yew, juniper, barberry, burning bush, spirea, viburnum.
- J. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project sites. In disturbed areas such as urban environments, the surface soil can be subsoil

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. City will not provide any storage facilities for Service Provider's use on any of the median and/or parkway sites.
 - 3. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

1.5 PROJECT CONDITIONS

- A. The sites to be maintained under the provisions of this Agreement will be examined by the Service provider prior to submitting a bid. The Service provider will be initially accepting each service area in their present physical condition. In addition, no further demands may be made by the Service provider for additional service fees due to the

lack of understanding concerning the specifications and scope of work described herein. If the site is not in a state of satisfactory condition at the time of bid award, the service provider will submit a schedule to bring the site to a satisfactory condition and will thereafter maintain the site to that standard.

- B. Field Measurements: Verify actual dimensions by field measurements before proceeding with maintenance work.
- C. Weather Limitations: Proceed with maintenance only when existing and forecasted weather conditions permit maintenance to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.
- D. Coordination:
 - 1. The Service Provider recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Service Provider may be required to modify or curtail certain functions of its operations and shall promptly comply with any request therefore by the Contract Specialist. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract.
 - 2. Protect turf areas and repair damage caused by maintenance operations.
 - 3. The Service Provider shall take adequate measures to insure that their operations do not harm any existing underground facilities
 - 4. Work Within the Road Right-of-Way:
 - a. The Service Provider shall perform the required work with the least inconvenience to, and the maximum safety of, the Service Provider and the traveling public.
 - b. The Service Provider shall adhere to the requirements for maintaining traffic as indicated in the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways," and the City of Dublin Work zone Traffic Control Program, latest revision(s). In addition, all personnel must have appropriate clothing such as green or orange safety vests or shirts with safety reflective materials.
 - 1) Barricades and Warning Signs. The Service Provider will be required to provide, erect, maintain (in proper position, clean, legible and good working condition) and remove all lights, signs, barricades and all other traffic control devices necessary to the maintenance of traffic. All traffic control devices shall conform to the latest revision

of the OMUTCD for Streets and Highways as amended, as required under Ohio Revised Code Section 4511.09.

2) Street Lane Closure:

- a) Notify City Contract Specialist no fewer than two (2) days in advance of proposed street lane closure.
- b) Do not proceed with street lane closure without City Contract Specialist's written permission.

E. The Service Provider shall be responsible at all times to conduct the work and keep the work site in compliance with federal, state and local safety laws and regulations, including, but not limited to Occupational Safety and Health Administration (OSHA) requirements. The Service Provider shall have a competent site supervisor and possess proper employee safety and health policies.

F. The City shall have the right to suspend operations if a serious safety violation is discovered.

G. All work must be performed in compliance with the City of Dublin noise ordinance.

H. None of the provisions of this contract are intended to nor shall be construed to create any duty or responsibility on the City of Dublin to provide or enforce safety requirements for the Service Provider. The duty, responsibility, and liability for safety shall remain with the Service Provider. Any failure of the City to suspend work or detect violation of any local, state or federal safety standard or regulation shall in no case relieve the Service Provider of Service Provider's safety responsibilities.

I. Responsibility for Damage Claims. The Service Provider shall hold harmless the City of Dublin and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement on account of any act or omission by the Service Provider, or its agents. The Service Provider shall pay any judgment obtained or growing out of such claims or suits.

1.6 UNSCHEDULED/EXTRA WORK

A. The Contract Specialist may authorize the Service provider to perform additional work, including but not limited to, repairs and replacements when the need for such work arises. Should such repairs or replacements be necessary as a result of Service provider's negligence, Service provider will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.

B. Service provider may not change the regular maintenance schedule or work force to do unscheduled/extra work unless authorized by the Contract Specialist

- C. In order to be considered for extra work projects both in and outside of their contracted sites, the Service provider must maintain their landscape maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, the Contract Specialist will determine standard
- D. Prior to performing any additional work, the Service provider shall give a written estimate of labor and materials to the Contract Specialist. No work shall commence without a written estimate. Should a lane closure be required for unscheduled work, cost of equipment shall be detailed in the estimate. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Contract Specialist may verbally authorize the work to be performed upon receiving a verbal estimate from the Service provider.
- E. All additional work shall commence on the specified date established and Service Provider shall proceed diligently to complete said work within the time allotted. All replacements of plant material shall be the same like and kind as what is missing or needed to be replaced, unless authorized by the Contract Specialist.
- F. The Contract Specialist will generate a purchase order, which authorizes the service provider to submit an invoice for work performed

1.7 DAMAGE CAUSED BY SERVICE PROVIDER

- A. Any damage to either the City or private property, which was caused by the Service provider, shall be repaired or replaced at the Service provider's expense and to the City's satisfaction. Damages may be the result of, but not limited to:
 - 1. Power equipment damage to trees, shrubs, turf and sprinklers.
 - 2. Pruning methods not consistent with City specifications.
 - 3. Chemical overspray or leaching or lack of chemical control.
- B. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - 1. Trees - the City Contract Specialist shall check minor damage such as bark loss from impact of mowing equipment. If in the Contract Specialist's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at Service providers expense to comply with the specific instructions of the Contract Specialist.
 - 2. Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the Contract Specialist.

3. Chemicals - All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil reconditioned to ensure its ability to support plant life.
4. Irrigation Parts – All Irrigation parts shall be repaired and replaced with same brand of like type and kind as approved by the Contract Specialist.

1.8 FAILURE TO PERFORM:

- A. In the event the Service Provider for any reason fails to perform according to the conditions of the contract, the Service Provider must respond to any failure of compliance with the contract within forty-eight (48) hours of written notification delivered by electronic mail or facsimile machine. In the event the Service Provider fails to correct the problem with work quality or completeness within forty-eight (48) hours of notification, the City reserves the right to arrange for the immediate provision of services described by these specifications. Such cost of interim service will be deducted from the amount owed to the Service Provider and used to provide the funds needed to cover the costs of these services. Any service provider material stored on City property or rights-of-way may be used by City to perform work. The City of Dublin will not pay for work not completed by the Service Provider regardless of whether or not provisions were made by the City of Dublin to have the work completed by other means.
- B. Thirty days from the expiration of the contract, the Contract Specialist may deem it necessary to conduct an exit inspection to assure all sites within the contract are satisfactory and per contract specifications. The service provider will be held financially accountable with deduction in payment or withholding of payment if contract sites are not ready to turn over in a satisfactory condition. This will include, but not limited to the health of plants, and weed and litter free

PART 2 - PRODUCTS

- 2.1 FERTILIZER: Commercial-grade complete granular or pelleted fertilizer of neutral character, consisting of nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: 5 parts nitrogen, 1 part phosphorous, 2 parts potassium (NPK of 5:1:2).

2.2 MULCH: Organic. Free from noxious weeds, mold, or other deleterious materials and suitable as a top dressing of trees and shrubs, consisting of the following:

- A. Kurtz Brothers, Earth Blend Leaf Compost or equal.

2.3 PESTICIDES

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide: Effective for controlling the germination or growth of weeds within maintained areas at the soil level.
 - 1. Turf: Product labeled to control turf weeds shall be used.
 - 2. Planting areas: Product labeled for ornamental areas, shall be used.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.
- D. Plant Growth Regulator (PGR): Effective for reducing clippings, trimming, edging and mowing requirements. Effective for reducing pruning requirements on shrubs.

PART 3 - EXECUTION

3.1 EXTENT OF WORK

- A. Services may include, but will not be limited to the following: mowing and edging (mechanical and chemical), fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aerification; trash and debris control; mulching; immediate reporting of vandalism and/or safety hazards to Contract Specialist; and related Integrated Pest Management (IPM) methods and practices. It will be the Service provider's responsibility, without further direction from the City, to meet all contract requirements in this agreement

3.2 FREQUENCY OF MAINTENANCE

- A. Begin maintenance immediately upon execution of contract. Inspect areas at least once a week from April 1, 2013 to November 30, 2013 for compliance with specifications and perform needed maintenance promptly.

3.3 EXAMINATION

- A. Examine areas to be maintained for compliance with requirements and other conditions affecting performance.
- B. Proceed with maintenance only after unsatisfactory conditions have been corrected.

3.4 PREPARATION

- A. Protect persons, pedestrians, structures, utilities, sidewalks, pavements, and other facilities, turf, trees, shrubs, and plantings from damage caused by maintenance operations.
 - 1. Protect adjacent and adjoining areas from fertilizer and pesticide overspray.
 - 2. Protect pedestrians and motor vehicles by ensuring OSHA and manufacturer approved mower deck discharge cover assembly is in place and functioning for its intended purpose when mowing in and around all parking and roadway right-of way areas.

3.5 POLICING:

- A. The Service Provider shall police all maintained areas each time site is serviced. Policing includes removal of limbs, paper, trash cigarette butts, garbage, rocks, or other debris. Collected debris shall be promptly removed and disposed of off City property.
 - 1. Supplemental hand sweeping of parking lot corners and other parking lot areas, along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance.
 - 2. Service provider will remove all advertisements and election signs from the work site, including from utility poles, each time site is serviced.
 - 3. Leaf Removal: Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planting beds, and parking lots. Some sites may require additional visits during leaf season, or as directed by the Contract Specialist.

3.6 PLANT MAINTENANCE

- A. Maintain existing plant material and planting areas by edging, pruning, cultivating, weeding, mulching, and performing other operations such as policing as required to maintain and promote healthy growth, vigor and esthetically pleasing plants and planting areas. Keep areas pest free, turf free, and maintain mulch levels. Planting areas will not be allowed to encroach into turf or paved areas. A definite break shall

be maintained between turf and paved areas; and planting areas. Spray or treat as required to keep shrubs free of insects such as bagworms (*Thyridopteryx ephemeraeformis*), and disease.

- B. Apply treatments as required to keep plant materials, planting areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical and mechanical controls such as hand removal of bagworm cases or bags, and biological control agents.
- C. Cut back ornamental grass to four 4- to 6 inch height, and cut back other winter interest perennials and dispose of material off City property in spring before new growth resumes
- D. Cut back non ornamental grass perennials, and non winter interest perennials to ground level and dispose of material off City property as soon as leaf blades wilt after growing season.
- E. Cut back of perennial plants including all daylilies, Russian sage and *salvia* is required after initial flush of blooms to encourage second and/or subsequent blooming.

3.7 TREE AND SHRUB PRUNING

- A. Pruning shall be accomplished by trained and experienced personnel.
- B. Trees:
 - 1. Trees in Road Rights-of-Way (boulevards, medians, tree lawns, etc.):
 - a. The City of Dublin shall be responsible for all tree pruning, and tree removal within the road rights-of-way.
 - b. Maintenance of mulch, removal of weeds and basal shoot suckers, and removal of damaged/broken limbs that pose serious public safety risk shall be the responsibility of the service provider
 - c. All maintenance for trees not located within the road rights-of-way shall be the responsibility of the service provider.
 - 2. Remove all dead, diseased and insect infested branches and limbs. Report severe damage or hanging limbs that are above fourteen feet (14') to the Contract Specialist immediately.
 - 3. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and access. All trees shall be examined in the Fall and pruned as specified above.

4. Safety Clearance on Trees – Maintain trees to achieve an eight foot (8') clearance for all branches over sidewalk and within the landscaped areas and fourteen foot (14') clearance for branches overhanging beyond curb line into the paved section of building parking lots or driveways to maintain safe vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations.
5. Service provider is required to evaluate all non street trees for pruning. A pruning schedule shall be submitted to the Contract Specialist.
6. All trimmings and debris shall be removed and disposed of offsite the same day and taken to an appropriate disposal site. All pruning shall be done using International Society of Arboriculture pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Shearing or "lollipopping" will not be permitted unless specifically approved by the Contract Specialist.
7. The Service provider shall provide replacement trees and shrubs, at Service provider's expense, if trees are "topped" or if the International Society of Arboriculture pruning standards are not met.
8. All limbs 2" or greater in diameter shall be undercut to prevent splitting.
 - a. All trees shall be thinned of smaller limbs to distribute the foliage evenly and all suckers shall be cut flush with the trunk or limb.
 - b. No stubs will be permitted.
 - c. Broken and hanging limbs below fourteen feet (14) in height shall be removed immediately. If broken and hanging limbs are above fourteen feet (14), Service provider shall notify the Contract Specialist immediately.
9. **Unscheduled/Extra Work:**
 - a. Removal of trees with a diameter greater than three inches (3") D.B.H. shall be considered unscheduled / extra work.
 - b. All work above fourteen feet (14') will be done by the City or as unscheduled/extra work with Contract Specialist approval.
 - c. Trees which may need to be removed with a diameter of ten (10") inches DBH shall be evaluated by the City Parks & Open Space department. Any pruning above fourteen feet (14') shall, upon the Contract Specialist's request, be evaluated by the City Park & Open Space department.

- d. Should Contract Specialist require stump removal, it shall be to a depth of twelve inches (12") below grade with wood chips removed and hole back filled to grade with topsoil.

Hedge and Shrub Pruning and Care:

1. Clearance on Hedges and Shrubs:
 - a. Prune hedges and shrubs from top to bottom. They shall not exceed fourteen (14' feet) in height. Prune one year's growth back from curb, sidewalk or below top of walls.
 - b. Remove all dead, diseased and unsightly branches from shrubs along roadways. Remove all vines or other growth as it develops within the shrubs/hedge. Any runners that start to climb buildings, shrubs or trees shall be pruned out.
 - c. All dead shrubs shall be removed. Notify Contract Specialist prior to removal.
 - d. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within beds by trimming. All pruning cuts shall be smooth, leaving no stubs exposed. Ragged or chewed appearance is not acceptable.
2. Pruning Frequency: Two (2) times per year or more often as needed dependent upon the growth patterns of the plant species and location in question.
3. Service provider shall prune all plants on a site within a two (2) week period or as authorized by the Contract Specialist. Service provider shall not exceed one (1) month to complete all pruning operations once started.
4. If required, pre-emergent and herbicides shall be used to control weeds in all shrub beds.

3.8 GROUND COVER

- A. Ground cover shall be kept free of weeds, litter, debris and leaves. Ground cover shall not extend beyond the inside edge of the curb or border.
- B. Prune ground cover up to two (2) times a year to maintain at an even/level and consistent height. Cut long branches down to the main growing height of the plant.

3.9 REMOVAL OF DYING OR DEAD PLANTS

- A. Remove dead and dying plants and replace with soil and mulch. A shrub or ground cover shall be considered dying or dead when a minimum of 20 percent of the plant has died.

3.10 PLANTING AREA MULCHING

- A. Before mulching trees and shrubs, verify that root flare is visible. If root flare is not visible, remove existing mulch and/or surface soil in a level manner to where the top-most root emerges from the trunk.
- B. Maintain mulch surfaces of planting areas and other areas indicated.
 - 1. Trees and Tree-like Shrubs in Turf Areas (Tree Rings): Maintain organic mulch ring of 2-inch average thickness, with radius of mulch ring to correspond to drip line of the tree or shrub, not less than 12 inches or greater than 36 inches from trunk or stems. Do not place mulch within 6 inches of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Maintain 2-inch average thickness of organic mulch over whole surface of planting area. Do not place mulch within 6 inches of trunks or stems.
 - 3. If 2-inches or more of mulch thickness already exists in areas do not apply additional mulch.
 - a. Areas where no mulch was applied require annual tillage or cultivation of existing mulch to achieve desired appearance. Re-application of pre-emergent herbicide may be necessary to maintain chemical barrier at no additional cost of to the City.
 - 4. Mulch shall not be required where shrubs or groundcover completely hide the soil surface from view.
 - 5. All mulch applications and/or cultivation shall be completed no later than May 11, 2012.

3.11 TURF MAINTENANCE

- A. Turf shall have the appearance of being healthy and well during the entire term of the contract.
 - 1. Lawns shall be kept reasonably free of weeds by use of selective weed killers. Turf pre-emergent applications shall be applied in April to control broadleaf weeds and crabgrass. The Contract Specialist may require use of an additional broadleaf herbicide application if additional weed control is needed. Extreme caution shall be used to avoid damaging any other plants when selective weed killers are used.
 - 2. Lawn Fertilization: Use three (3) applications of slow release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of April through November. The Contract Specialist must approve all such applications. The Landscape Service provider shall provide an annual fertilization schedule to the Contract Specialist. The Service provider shall notify Contract Specialist twenty-four (24) hrs in advance of all fertilizer applications

- B. Mowing operations shall be performed in a manner that ensures a smooth surface appearance throughout the year, without scalping or allowing excessive cuttings to remain. Precautions shall be taken to prevent rutting, damage to trees, shrubs and sprinklers.
- C. Turf shall be maintained at heights of no less than 2 inches and should not be greater than 4 inches during the growing season.
- D. Mowing shall be done on the same scheduled service day each week.
- E. Walkways and curbs, etc. shall be cleaned immediately following each mowing/edging.
- F. Links grass areas shall be maintained weed free as ornamental turf. Weeds shall not be allowed to exceed four (4) inches in height. Service provider shall use a pre-emergent weed control method upon notification to the Contract Specialist. Service provider shall be required to hand pull weeds upon direction of the Contract Specialist. Links grass areas will also be mowed once (1) per year in the fall. Service provider may use chemical controls for weeds, insects, and fungus with notification to the Contract Specialist.

3.12 AERATION

- A. Aeration of all turf areas shall be done once (1) per year by using a device that removes cores to a depth of two inches (2") at not more than a six-inch (6") spacing.

3.13 CHEMICAL EDGING

- A. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen inches (18") from the trunk of trees and away from the drip-line of shrubs by use of approved chemicals.
- B. Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed four inches (4") in width along curbs and sidewalks

3.14 LEAF REMOVAL

- A. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, and parking lots and removed from the site. Some sites may require additional visits during leaf season, or as directed by the Contract Specialist.

3.15 STAMPED CEMENT CONCRETE PAVMENT AND PAVERS

- A. Maintain pavement and pavers by weeding and performing other operations as required to keep areas free of weeds. Use herbicides or treat as required to keep pavement and paver areas free of weeds.

3.16 ASPHALT AND CONCRETE PAVED WALKWAYS, CURBS, AND GUTTERS

- A. Maintain asphalt and concrete paved walkways, curbs, and gutters by weeding and performing other operations as required to keep areas free of grass and weeds found growing in pavement cracks and seams. Spray or treat as required to keep asphalt and concrete free of weeds.

3.17 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with City's operations and others in proximity to the Work. Notify City before each turf application is performed.
- B. All dead weeds in planting areas must be removed within seven (7) day.
- C. Weeds, which reach a height of 4 inches, are unsatisfactory and may be required to be hand pulled.
- D. Pre-Emergent Herbicides: Apply in accordance with manufacturer's written recommendations.
- E. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.
- A. Insecticides: Apply to shrubs in accordance with manufacturer's written recommendations.
 - 2. Late spring application of insecticide may be needed for effective control of bagworms.
 - 3. All Insecticide treatments applied shall be considered routine maintenance.
- B. Plant Growth Regulators (PGRs): Apply to turfgrasses in accordance with manufacturer's written recommendations.

3.18 CLEANUP AND PROTECTION

- A. During maintenance, keep adjacent paving clean and work area in an orderly condition.

- B. Protect plants and turf from damage due to landscape operations and operations of other contractors and trades. Maintain protection during maintenance period. Treat, repair, or replace damaged plants or turf.
- C. Promptly remove surplus soil and debris, such as grass clippings, created by turf work from paved areas, planting beds; and tree and shrub rings. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

END OF SECTION

IX. SAMPLE AGREEMENT

The following sample agreement has been included to provide an understanding of the Agreement that will be signed by the successful bidder as required by the City of Dublin, Ohio for the 2013 City of Dublin Facility Landscape Maintenance Project. Additionally, all information provided by the successful bidder will be included with the final Agreement.

AGREEMENT FOR 2013 CITY OF DUBLIN FACILITY LANDSCAPE MAINTENANCE PROJECT

This Agreement for 2013 CITY OF FACILITY LANDSCAPE MAINTENANCE PROJECT (the "Agreement") is made and concluded this ____ day of _____, 2012, by and between the City of Dublin, a municipal corporation located in the County of Franklin and State of Ohio (the "City"), and _____ (the "Contractor").

WITNESSETH: That for the consideration of the payments and mutual promises set forth here, Contractor and City Agree:

1. This Agreement includes and incorporates as if fully written here all of the following documents which are collectively referred to as the Contract Documents:

- A. INVITATION TO BID
- B. INSTRUCTIONS TO BIDDERS
- C. CORPORATE AFFIDAVIT (To be completed if the Contractor is a Corporation)
- D. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT
- E. BIDDER QUALIFICATION STATEMENT
- F. BID PROPOSAL FORM
- G. TECHNICAL SPECIFICATIONS
- H. AGREEMENT FOR DUBLIN RECREATION CENTER CLEANING CONTRACT CITY OF DUBLIN, OHIO
- I. GENERAL CONDITIONS

1. The Contractor agrees to provide the maintenance services described in the Contract Documents for the fees set forth in the Bid Proposal Form. The Contractor also agrees to all of the terms and conditions set forth in the Contract Documents. In the event of any conflict or inconsistency between the provisions of this Agreement and any of the other Contract Documents or if any questions regarding the true construction or meaning of the documents arise, the same shall be decided by the City and such decision shall be binding and conclusive upon the Contractor.

2. Term -- The Agreement is for a term beginning on _____ and ending on _____. The City may choose to renew the Agreement for three additional one-year terms on conditions acceptable to the City. The City shall have the right to terminate all or a portion of the Agreement if the Contractor does not comply with any provision of this Agreement.

3. Payment – Payment for work fully performed is contingent upon the written approval of the City's Contract Specialist or his/her designee. The City shall pay the invoice within 30-45 days of the Director's approval of it.

4. Non-Employment Relationship – The City and the Contractor are independent parties. Nothing contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for

the purpose of carrying out the terms and conditions of this Agreement. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the City. The Contractor shall be solely responsible for any and all applicable taxes.

5. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.

6. Entire Agreement - It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.

7. Validity - The invalidity of one or more of the phrases, sentences, and clauses contained in this Agreement shall not affect the remaining portions so long as the material purposes of this Agreement can be determined and effectuated.

8. Ohio Law and Courts - This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Ohio and the parties irrevocably submit in any suit, action or proceeding arising out of this Agreement to the jurisdiction of the Court of Common Pleas for Franklin County, Ohio.

9. Defense and Indemnification – The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the City and its agents and employees from and against all claims, suits, judgments, proceedings, damages, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to its performance of the Work. The Contractor also agrees to pay any and all attorney's fees incurred by the City, its agents, or its employees in enforcing any of the Contractor's defense or indemnification obligations. In any and all claims against the City or any of its agents or employees by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

10. Compliance with Laws – The Contractor shall comply with all federal, state, and local laws and regulations governing the Work and this Agreement, including without limitation health, safety, and environmental requirements.

11. Insurance - The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the General Conditions, with a company or companies authorized to do business in Ohio.

12. No Assignment - The Contractor shall not subcontract, transfer, or assign its obligations under this Agreement or any portion thereof without prior written consent of the City.

13. Taxes and Fees - Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all Dublin income taxes due or payable under the provisions of Income Tax Ordinance (Chapter 191 of the Codified Ordinances of the City of Dublin), for qualifying wages, salaries, and commissions paid to its employees and further agrees that any

of its sub-contractors shall be required to agree to withhold any such Dublin income taxes due under this chapter for services performed under this Contract.

14. Supervision - The Contractor shall assign a competent Project Supervisor. At the City's request, the Contractor shall replace the Project Supervisor, provided that the request is reasonable. The City's Representative shall not be responsible for the acts or omissions of the Project Supervisor or his assistants.

15. Suspension for Convenience - The City may, without cause, order the Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as the City may determine.

16. Termination for Convenience – The City may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the City's convenience. Upon receipt of a written notice from the City terminating this Agreement without cause and for the City's convenience, the Contractor shall (i) immediately cease performing the Work, unless otherwise directed by the City, in which case the Contractor shall take the action directed by the City, (ii) take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by the City, terminate all agreements with Subcontractors and suppliers. If this Agreement is terminated without cause and for the City's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the City will pay the Contractor only for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement.

17. Execution - This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the City of Dublin, by its duly authorized representative, and the Contractor, by its duly authorized representative, have hereunto subscribed their names this _____, 2012.

DUBLIN, OHIO

CONTRACTOR

(Signature)

(Signature)

(Title)

(Title)

Approved as to form only:

Stephen J. Smith, Esq., Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Fiscal Officer of the City of Dublin, Ohio, located in Franklin County, Ohio, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Finance Director

X. APPENDIX A

XI. APPENDIX B

XII. ADDENDUM

The following Addendum is to help you with your bid strategy. City does not represent or guarantee the accuracy or completeness of the information presented herein. This material is provided as a guide to Bidders and should be confirmed and verified by Bidder as required in its sole judgment in order to submit an accurate and firm Quote.